

EXHIBIT 22

COPY

ENDORSED
FILED
San Francisco County Superior Court

JUN 29 1998

ALAN CARLSON, Clerk
BY: REMEDIOS DE LUNA
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE (RULE 1550(B))

FOOD ADDITIVES CASES II
CALIFORNIA INDIRECT PURCHASER
CITRIC ACID ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO:

[Caption Continued Next Page]

JUDICIAL COUNCIL
COORDINATION PROCEEDING
No. 3265

Master File No. 974120
(San Francisco County)

CLASS ACTION

Hon. Thomas J. Mellon, Jr.
Coordination Trial Judge

Date: June 22, 1998
Time: 3:00 p.m.
Dept.: 306 (Hon. Thomas J. Mellon, Jr.)
400 McAllister Street
San Francisco, CA 94102

ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENTS WITH DEFENDANTS
ARCHER-DANIELS-MIDLAND CO., JUNGBUNZLAUER, INC.,
JUNGBUNZLAUER INTERNATIONAL AG, F. HOFFMANN-LaROCHE LTD.,
HOFFMANN-LaROCHE, INC., S.A. CITRIQUE BELGE NV,
AND HAARMANN & REIMER CORPORATION

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2 MCFH Inc., dba FOUNTAINHEAD
3 v. ARCHER-DANIELS-MIDLAND CO., et al.;

Case No. 974120
(San Francisco County)

4 NU LAID FOODS, INC.
5 v. ARCHER-DANIELS-MIDLAND CO., et al.;

Case No. 39693
(Stanislaus County)

6 GREGORY O. BIANCO
7 v. ARCHER-DANIELS-MIDLAND CO., et al.;

Case No. 978912
(San Francisco County)

8 DAVID WIGNALL
9 v. ARCHER-DANIELS-MIDLAND CO., et al.;

Case No. 979360
(San Francisco County)

10 RICCI'S INC.
11 v. ARCHER-DANIELS-MIDLAND CO., et al.;

Case No. 96-AS-0038
(Sacramento County)

12 Plaintiffs and Defendants, Archer-Daniels Midland Co., Jungbunzlauer, Inc.

13 Jungbunzlauer International AG, F. Hoffmann-LaRoche Ltd., Hoffmann-LaRoche, Inc., S.A.

14 Citrique Belge NV, and Haarmann & Reimer Corporation ("Settling Defendants"), have filed

15 Settlement Agreements (copies of which are attached to this Order as Exhibits 1, 2, 3 and 4) and

16 the Court has determined that inquiry should be made as to the fairness and adequacy of the

17 proposed settlements set forth in said agreements, and the Court having conducted a hearing

18 respecting the reasonableness of proceeding with these proposed settlements, and good cause

appearing therefor, now finds and orders as follows:

19 FINDINGS

20 I. Certification for settlement purposes of the proposed settlement class
21 defined in the Settlement Agreements is appropriate under California Code of Civil Procedure
22 § 382 and Civil Code § 1781(b). For purposes of this motion for preliminary settlement approval
23 only, the Court makes the following findings:

24 (a) The proposed settlement class is so numerous that joinder of all
25 class members is impracticable, yet the class is carefully defined to ensure that it is readily
26 ascertainable.

27 (b) Issues of fact and law common to the members of the settlement
28 class predominate over individual issues.

1 (c) The claims of the representative plaintiffs are typical of the claims
2 of the class at large, generally reflecting a single, common theory of recovery.

3 (d) The representative plaintiffs and settlement class counsel have
4 fairly and adequately protected the interests of the class by vigorously prosecuting the class
5 claims and diligently protecting the class interests during arm's length settlement negotiations.

6 (e) Certification of the plaintiff settlement class is superior to other
7 available methods for the fair, just and efficient resolution of the claims of the settlement class
8 members.

9 (f) Certification of the plaintiff settlement class is the best means for
10 protecting the interests of all of the members of the class.

11 2. Certification of the settlement class is proper. Potential class members
12 will have the right to opt out of the settlement class to pursue individual litigation, should they
13 choose to do so. Each Settling Defendant also retains the right to terminate the settlement as to it
14 if it decides that the number of opt-outs or the amount of their claims is significant.

15 3. The settlements are clearly within the range of possible approval as fair,
16 reasonable and adequate. They appear to be the product of arm's-length, serious, informed, and
17 non-collusive negotiations following actively prosecuted and contested litigation.

18 4. A final approval hearing is appropriate, at which the Court will hear all
19 evidence and argument necessary to evaluate the proposed settlements. A final approval hearing
20 shall be held at 9:30 a.m. on August 25, 1998, a date that will allow adequate time for members
21 of the plaintiff settlement class, and their counsel, to prepare to support or oppose the settlement
22 agreements, and for class members to opt out of the settlement class, if they so desire.

23 GOOD CAUSE APPEARING THEREFOR,

24 IT IS SO ORDERED:

25 5. Solely for purposes of holding a hearing for final approval of the proposed
26 settlements, these coordinated actions are determined to be properly maintained as class actions
27 pursuant to Section 382 of the California code of Civil Procedure and this Court's Local Rules
28 401, *et seq.*, with a settlement class consisting of:

1 All persons, firms, sole proprietors, partnerships, corporations, or
 2 other entities who are located in the State of California, and who,
 3 at any time during the period July 1, 1991, through June 30, 1995,
 4 indirectly purchased citric acid in California from one or more of
 5 the Settling Defendants or any of their respective predecessors.
 6 Excluded from this class are: (1) Cargill, Inc. and any
 7 predecessors, successors, parents, subsidiaries, affiliates, and
 8 divisions of Cargill, Inc.; (2) all governmental entities; (3) all
 9 consumers of products containing citric acid as an ingredient; and
 10 (4) all Settling Defendants and any predecessors, successors,
 11 parents, subsidiaries, affiliates and divisions of any Settling
 12 Defendant.

13 6. A hearing pursuant to Section 382 of the California Code of Civil

14 Procedure will be held in the Courtroom of the undersigned on August 25, 1998 at 9:30 a.m. in
 15 the Superior Court of the State of California, City and County of San Francisco, Department 306,
 16 400 McAllister Street, San Francisco, California 94102-4512, for the purpose of determining
 17 whether the proposed settlements, on the terms and conditions set forth in the attached
 18 Settlement Agreements, are fair, reasonable and adequate, and whether they should be finally
 19 approved by the Court and the claims against the Settling Defendants dismissed on the merits,
 20 with prejudice and without costs as to the Settling Defendants. This hearing may be continued
 21 from time to time without further notice.

22 7. On or about July 1, 1998, the form of Notice, a copy of which is attached
 23 to this Order as Exhibit 5, shall be published in the newspapers listed in Exhibit 6 attached
 24 hereto.

25 Proof of the publication of such Notice shall be filed by plaintiffs' counsel at, or
 26 prior to, the final hearing. The expense of the Notice shall be paid from the Settlement Fund in
 27 an amount not to exceed \$150,000. The aforesaid Notice is hereby authorized and approved, and
 28 satisfies the notice requirements of Section 382 of the California Code of Civil Procedure.

8. Any member of the settlement class may request exclusion by mailing or
 delivering such request in writing, delivered or, if mailed, postmarked on or before July 31, 1998,
 to:

Clerk of the Superior Court
 P.O. Box 2727
 San Francisco, CA 94126-2727

1 and referring, both in the request for exclusion and on the envelope, to the name and number of
2 this litigation: *In re Food Additives Cases II California Indirect Purchaser Citric Acid Antitrust*
3 *Litigation*, Master File No. 974120, and postmarked not later than July 31, 1998. Such request
4 shall state the name and address of the member of the settlement class requesting exclusion and
5 that such class member elects to be excluded from the settlement class and from any judgment
6 entered pursuant to these settlements. Any class member who chooses to be excluded will not be
7 bound by any judgment entered in connection with these settlements. Class members who do not
8 timely elect to be excluded in this manner will be bound by the terms of these settlements, if they
9 are finally approved by the Court, and by any judgment entered pursuant thereto, including the
10 award of costs and attorneys' fees.

11 9. Any member of the settlement class who does not elect to be excluded
12 from the class may, but need not, enter an appearance in these coordinated actions through that
13 class member's own attorney. Class members who do not enter an appearance through their own
14 attorneys will be represented by the plaintiffs as class representatives and their counsel, whose
15 fees and costs will be paid out of the Settlement Funds.

16 10. Any member of the settlement class who has not timely requested
17 exclusion may appear at the hearing and show cause why the Court should not approve these
18 settlements, including an award of costs and attorneys' fees of up to thirty three and one-third
19 percent (33 1/3%) of the Settlement Funds, and dismiss the actions, with prejudice, as to the
20 Settling Defendants. For a member of the settlement class to have any objections considered at
21 the hearing, the class member must: (1) set forth the class member's complete name and
22 residence or business address (giving the address of any lawyer who represents the class member
23 is not sufficient); (2) state under penalty of perjury that the class member purchased citric acid
24 indirectly from one or more of the defendants or any of their respective predecessors in
25 California during the period July 1, 1991 through June 30, 1995; and (3) file a statement setting
26 forth each ground for objection and attaching any supporting papers the class member desires the
27 Court to consider. This statement must be addressed to:

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1 Clerk of the Superior Court
2 P.O. Box 2727
San Francisco, CA 94126-2727

3 referring on the envelope *In re Food Additives Cases II California Indirect Purchaser Citric*
4 *Acid Antitrust Litigation*, Master File No. 974120, and must be delivered, or if mailed,
5 postmarked not later than July 31, 1998. If the class member files an objection that the court
6 finds to be frivolous or for the purpose of delaying the conclusion of these settlements, the class
7 member may be subject to monetary sanctions, including the payment of costs and attorneys'
8 fees incurred by the parties defending against the objection.

9 The filing of any objection shall not extend the time within which a class member
10 may file a request for exclusion from these settlements.

11 Plaintiffs' counsel shall be responsible for providing promptly to counsel for the
12 Settling Defendants copies of all documents submitted by class members pursuant to paragraphs
13 8 and 10, above. Copies of all opt-out requests shall be served on Settling Defendants, by
14 overnight mail, within five (5) business days after the date to opt out and exclude themselves
15 from the Class fixed by the Court for members of the Settlement Class.

16 11. In the event that, within ten (10) business days after plaintiffs' counsel has
17 served Settling Defendants with the names of class members who wish to exclude themselves
18 from the settlements, any Settling Defendant shall determine that requests for exclusion from the
19 settlement class have been made by class members with claims that said Settling Defendant
20 determines, in its sole discretion, to be significant, that Settling Defendant shall have the right to
21 withdraw from its settlement, in which event the case will proceed as to Cargill and the
22 withdrawing Settling Defendants. Such option shall be exercised, if at all, within ten (10)
23 business days after plaintiffs' counsel furnishes the Settling Defendants and the Court with a list
24 of the opt-outs by service of written notice of the election to terminate its Settlement Agreement
25 on plaintiffs' counsel by facsimile or overnight courier and by filing a copy of such notice with
26 the Court. In the event a Settling Defendant exercises its option to terminate its Settlement
27 Agreement, (a) that Settlement Agreement shall be null and void and shall have no further force
28 and effect as to said terminating Settling Defendant and shall be without prejudice to the rights

1 and contentions as between that Settling Defendant and plaintiffs and members of the settlement
2 class in these actions and (b) that portion of the Settlement Funds contributed by said terminating
3 Settling Defendant, plus accumulated interest thereon, less any part of the Settlement Funds paid
4 by said terminating Settling Defendant used to pay for the notice to the class, shall be refunded to
5 such terminating Settling Defendant.

6 Dated: June 25, 1998

THOMAS J. MELLON, JR.
Thomas J. Mellon, Jr.
Judge of the Superior Court

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